

Bethany A. Hood, 1/13/2010

Page: 1

Page 1	Page 3
<p>1 UNITED STATES DISTRICT COURT</p> <p>2 WESTERN DISTRICT OF WASHINGTON</p> <p>3 AT SEATTLE</p> <hr/> <p>5 Kristin Bain,</p> <p>6 Plaintiff,</p> <p>7 vs. Case No. 09-CV-00149-JCC</p> <p>8 Metropolitan Mortgage Group,</p> <p>9 Inc.; IndyMac Bank, FSB; Mortgage</p> <p>10 Electronic Registration Systems;</p> <p>11 Regional Trustee Service;</p> <p>12 Lenders Processing Service, Inc.,</p> <p>13 inclusive,</p> <p>14 Defendants.</p> <hr/> <p>17 DEPOSITION OF BETHANY A. HOOD</p> <p>18 Taken January 13, 2010</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23 CINDY L. SCHULTZ, RMR, CRR, CLR</p> <p>24 PARADIGM REPORTING &amp; CAPTIONING INC.</p> <p>25 612.339.0545 * 1.800.545.9668 * Fax 612.337.5575</p>	<p>1 APPEARANCES (Continued):</p> <p>2</p> <p>3 ON BEHALF OF DEFENDANT LENDER PROCESSING SERVICES:</p> <p>4 Richard E. Spoonmore, Esq.</p> <p>5 SIRIANNI YOUTZ MEIER &amp; SPOONMORE</p> <p>6 1100 Millennium Tower</p> <p>7 719 Second Avenue</p> <p>8 Seattle, Washington 98104</p> <p>9 206.223.0303</p> <p>10 rspoonmore@sylaw.com</p> <p>11 and</p> <p>12 Ross Gloudeman, Esq.</p> <p>13 LENDER PROCESSING SERVICES</p> <p>14 Suite 200</p> <p>15 1270 Northland Drive</p> <p>16 Mendota Heights, Minnesota 55120</p> <p>17 651.234.3662</p> <p>18 ross.gloudeman@lpsdefaultsolutions.com</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23 NOTE: The original transcript will be filed</p> <p>24 with the Law Offices of Melissa Huelsman pursuant to</p> <p>25 the applicable Rules of Civil Procedure.</p>
Page 2	Page 4
<p>1 The deposition of BETHANY A. HOOD, taken on</p> <p>2 January 13, 2010, commencing at 4:07 p.m., taken at</p> <p>3 1400 Rand Tower, 527 Marquette Avenue, South,</p> <p>4 Minneapolis, Minnesota, before Cindy L. Schultz,</p> <p>5 Registered Merit Reporter, Certified Realtime Reporter,</p> <p>6 Certified LiveNote Reporter, and Notary Public of and</p> <p>7 for the State of Minnesota.</p> <p>8 A P P E A R A N C E S</p> <p>9 ON BEHALF OF PLAINTIFF KRISTIN BAIN:</p> <p>10 Melissa A. Huelsman, Esq.</p> <p>11 LAW OFFICES OF MELISSA A. HUELSMAN, P.S.</p> <p>12 Suite 1050</p> <p>13 705 Second Avenue</p> <p>14 Seattle, Washington 98104</p> <p>15 206.447.0103</p> <p>16 TELEPHONICALLY ON BEHALF OF DEUTSCHE BANK NATIONAL</p> <p>17 TRUST COMPANY AND JPMORGAN CHASE BANK (Wood v.</p> <p>18 Deutsche Bank National Trust Company, et al.):</p> <p>19 Josh Rataezky, Esq.</p> <p>20 DAVIS WRIGHT TREMAINE LLP</p> <p>21 Suite 2200</p> <p>22 1201 Third Avenue</p> <p>23 Seattle, Washington 98101</p> <p>24 206.622.3150</p> <p>25 joshrataezky@dwt.com</p>	<p>1 I N D E X</p> <p>2 WITNESS: BETHANY A. HOOD</p> <p>3 EXAMINATION BY PAGE</p> <p>4 Ms. Huelsman. . . . .5</p> <p>5</p> <p>6 INSTRUCTIONS NOT TO ANSWER</p> <p>7 None</p> <p>8</p> <p>9 DOCUMENT REQUESTS</p> <p>10 None</p> <p>11</p> <p>12 PLAINTIFF EXHIBITS MARKED/REFERRED TO</p> <p>13 No. 3: 9/3/08 Assignment of Deed of Trust. . . 82</p> <p>14 LPS-BAIN 0001 - 0002</p> <p>15 No. 23: Default Services Agreement Between</p> <p>16 IndyMac Bank, FSB and Fidelity National</p> <p>17 Foreclosure Solutions, Inc. . . . . 16</p> <p>18 LPS-BELL 0009 - 0012</p> <p>19 No. 24: Agreement for Signing Authority. . . 16</p> <p>20 LPS-BELL 0005 - 0008</p> <p>21 No. 25: First Addendum to Default Services</p> <p>22 Agreement. . . . . 16</p> <p>23 LPS-BELL 0013 - 0015</p> <p>24 No. 26: Appointment of Successor Trustee. . . 17</p> <p>25 LPS-BELL 0003 - 0004</p>

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Exhibit A

Bethany A. Hood, 1/13/2010

Page: 2

Page 5	Page 7
<p>1 BETHANY A. HOOD, 2 being first duly sworn, was examined and testified as 3 follows: 4 EXAMINATION 5 BY MS. HUELSMAN: 6 Q. Good afternoon, Ms. Hood. 7 A. Good afternoon. 8 Q. My name is Melissa Huelsman. I'll be taking 9 your deposition today. 10 Can you please state your full name and your 11 business address? 12 A. My name is Bethany Ann Hood. Business 13 address, 1270 Northland Drive, Suite 200, 14 Mendota Heights, Minnesota, 55120. 15 Q. And have you ever had your deposition taken 16 before? 17 A. No. 18 Q. No? 19 A. No. 20 Q. Okay. So I'm sure Mr. Spoonemore has gone 21 over the rules with you, but I'm just going to give you 22 a few quick reminders. We need to both be careful not 23 to speak over each other. It's extremely common when 24 people are regularly talking, but we can't do it for 25 purposes of deposition or the court reporter gets</p>	<p>1 not no mislead you. I want your best testimony, I want 2 it to be accurate, and I want it to be based upon a 3 correct understanding of the questions that I have 4 asked. So just let me know if you need me to rephrase 5 it or you don't understand it. 6 A. Okay. 7 Q. Okay. And remember that if you don't know, 8 "I don't know" is a perfectly acceptable answer. All 9 right? 10 A. All right. 11 Q. Okay. Can you please tell me your current 12 role or job title at LPS? 13 A. My current job title at LPS is manager of the 14 customer support department. 15 Q. And what does the customer support department 16 do? 17 A. They provide customer support. 18 Q. What does that mean? Can you explain to me 19 with more specificity? 20 A. The customer support department at LPS 21 handles communication between our clients and our 22 attorney firms or other vendors to make sure that the 23 flow of communication is correct and accurate. 24 Q. Okay. Is that it? 25 A. Basically, yes.</p>
Page 6	Page 8
<p>1 confused, because she has to taken down every word that 2 we say. 3 You also need to make sure that you answer a 4 question audibly, and so, in other words, if it's a yes 5 or no, you need to either say yes or no. Don't say 6 mm-hmm or un-unh, because that's very vague and 7 ambiguous on the deposition transcript. Okay? 8 A. Okay. 9 Q. All right. And you need to keep your voice 10 up so the court reporter can hear you. 11 I am here today trying to get your best 12 testimony, and so I don't want you to guess at an 13 answer. Inevitably what happens when people guess is 14 they guess wrong, and then we find out later that 15 they've guessed wrong, and then it doesn't look good on 16 your testimony because you've testified under oath to 17 something which is incorrect. I don't want you to do 18 that unintentionally. However -- or, actually, I don't 19 want you to do it, period, as well. But I can ask for 20 your best estimate. So if you can make a reasonable 21 estimation, then please do so. And that's not a guess. 22 A. All right. 23 Q. Okay. If I ask a question that you don't 24 understand or which is unclear, let me know. I'll be 25 happy to rephrase it. I don't want -- My goal here is</p>	<p>1 Q. Why don't you give me your education 2 background, starting after high school. 3 A. I completed two semesters at the University 4 of Minnesota. 5 Q. And that's all? 6 A. Yes. 7 Q. I don't mean -- I don't mean that negatively, 8 I just mean that this is -- 9 A. That is all. 10 Q. All right. 11 And can you give me your job history, then, 12 after high school? 13 A. I -- Directly after high school I worked for 14 Arby's Restaurant in West St. Paul, Minnesota. After 15 that I worked for Bruegger's Bagels, and then I became 16 an employee of Fidelity, now known as LPS. 17 Q. And when did you become an employee of 18 Fidelity? 19 A. March of 2006. 20 Q. And what was your role when you were hired by 21 Fidelity? 22 A. My role was supervisor in the customer 23 support department. 24 Q. Is that the same role you hold now -- or the 25 job title you hold now?</p>

Bethany A. Hood, 1/13/2010

Page: 3

Page 9	Page 11
<p>1 <b>A. No, it is not.</b></p> <p>2 Q. Okay. So you were a supervisor, now you're a</p> <p>3 manager?</p> <p>4 <b>A. Correct.</b></p> <p>5 Q. Have there been any job titles in between?</p> <p>6 <b>A. No.</b></p> <p>7 Q. Okay. And what was your job when you were a</p> <p>8 supervisor?</p> <p>9 <b>A. When I was a supervisor, I held basically the</b></p> <p>10 <b>same role as I do now, the flow of communication</b></p> <p>11 <b>between clients and attorneys. Not a whole lot</b></p> <p>12 <b>different, actually, than what I do now.</b></p> <p>13 Q. Okay. So based upon my understanding of</p> <p>14 taking testimony all day here today, what that means is</p> <p>15 you help banks, lenders, and servicers communicate with</p> <p>16 the attorneys that are in the attorney network in order</p> <p>17 to facilitate either foreclosures or Motions for Relief</p> <p>18 From Stay or bankruptcy-related issues; is that</p> <p>19 correct?</p> <p>20 <b>A. Yes, that's correct.</b></p> <p>21 Q. Okay. And so your department deals with</p> <p>22 foreclosures and bankruptcies?</p> <p>23 <b>A. Yes. Mainly foreclosure, but some</b></p> <p>24 <b>bankruptcy.</b></p> <p>25 Q. Okay. And do you have particular lenders and</p>	<p>1 them?</p> <p>2 <b>A. I do a cursory review of the documents to</b></p> <p>3 <b>ensure that, you know, it's something that I have</b></p> <p>4 <b>proper signing authority for, and I check the -- the</b></p> <p>5 <b>loan itself to make sure that it's -- the document is</b></p> <p>6 <b>for the loan of record in our system prior to signing.</b></p> <p>7 Q. So you're making sure that the -- the</p> <p>8 numbers -- the identifying numbers match up so you're</p> <p>9 executing the right document for the right loan?</p> <p>10 <b>A. Correct.</b></p> <p>11 Q. Okay. Is that the extent of your review?</p> <p>12 <b>A. Yes.</b></p> <p>13 Q. Okay. Do you also make certain that -- So</p> <p>14 you did say you also make certain that you have the</p> <p>15 authority to sign on behalf of whatever entity you're</p> <p>16 being asked to sign on behalf of?</p> <p>17 <b>A. Correct.</b></p> <p>18 Q. Okay. I want to -- In that stack I want to</p> <p>19 turn your attention to pull out Exhibits 1, 3 and 17.</p> <p>20 You're going to need 18 in a minute, so set it aside.</p> <p>21 <b>A. I apologize, these do not appear to be in</b></p> <p>22 <b>order.</b></p> <p>23 Q. No. We jumbled them up. We like to keep on</p> <p>24 our toes. I'll tell you what, can you find 23, 24 and</p> <p>25 25?</p>
Page 10	Page 12
<p>1 servicers or attorney firms that you're assigned to</p> <p>2 work with?</p> <p>3 <b>A. No.</b></p> <p>4 Q. So it's just kind of a mixed bag of -- you</p> <p>5 could be working with anybody?</p> <p>6 <b>A. Correct.</b></p> <p>7 Q. Okay. All right.</p> <p>8 And are you also required to sign documents,</p> <p>9 Assignments of Deeds of Trust, Appointment of Successor</p> <p>10 Trustee documents?</p> <p>11 <b>A. Yes, that is one of my roles.</b></p> <p>12 Q. And how often do you do that, signing</p> <p>13 documents?</p> <p>14 <b>A. Daily.</b></p> <p>15 Q. Okay. Do you know how many times a day you</p> <p>16 do that?</p> <p>17 <b>A. I can estimate.</b></p> <p>18 Q. That's what I want, your best estimate.</p> <p>19 <b>A. Anywhere between 25 to 75 per day.</b></p> <p>20 Q. Okay. And can you describe that process to</p> <p>21 me, how you get the documents?</p> <p>22 <b>A. The documents are brought over by a member of</b></p> <p>23 <b>the document execution department and delivered to me</b></p> <p>24 <b>for review and signature.</b></p> <p>25 Q. Okay. And do you review them before you sign</p>	<p>1 <b>A. Yes.</b></p> <p>2 Q. Okay. So put this aside. Okay. You can put</p> <p>3 some -- this one aside, because it's duplicated in</p> <p>4 that. Okay, so we're looking at Exhibits 23, 24 and</p> <p>5 25, right?</p> <p>6 <b>A. Yes.</b></p> <p>7 Q. Okay. As well as Exhibit 3. You also have</p> <p>8 Exhibit 3 there, right?</p> <p>9 <b>A. Yes.</b></p> <p>10 Q. Okay. So turning to Exhibit 3, is that your</p> <p>11 signature on the first page?</p> <p>12 <b>A. Yes.</b></p> <p>13 Q. And you signed that document on behalf of</p> <p>14 Mortgage Electronic Registrations Systems, Inc. as a</p> <p>15 nominee for its successors and assigns; is that</p> <p>16 correct?</p> <p>17 <b>A. Yes.</b></p> <p>18 Q. Do you know who its successors and assigns</p> <p>19 are for purposes of this document?</p> <p>20 <b>A. I do not.</b></p> <p>21 Q. Okay. And when you described the process for</p> <p>22 me a minute ago about when you sign, you described</p> <p>23 someone from the document execution team bringing you</p> <p>24 the documents, correct?</p> <p>25 <b>A. Yes.</b></p>

Bethany A. Hood, 1/13/2010

Page: 4

Page 13	Page 15
<p>1 Q. Okay. Do you sign the documents in front of</p> <p>2 that person?</p> <p>3 <b>A. Yes, I do.</b></p> <p>4 Q. Is that person the notary -- a notary?</p> <p>5 <b>A. I am not aware if that person is a notary or</b></p> <p>6 <b>not.</b></p> <p>7 Q. Okay. And does that person simply watch you</p> <p>8 sign and then takes the documents back?</p> <p>9 <b>A. Correct.</b></p> <p>10 Q. Okay. Do you ever sign a notary log in</p> <p>11 connection with your signing?</p> <p>12 <b>A. No.</b></p> <p>13 Q. Do you keep track of the documents that you</p> <p>14 sign?</p> <p>15 <b>A. No.</b></p> <p>16 Q. Okay. And is Paris Jackson an employee of</p> <p>17 LPS -- or was an employee of LPS?</p> <p>18 <b>A. Yes.</b></p> <p>19 Q. It's a she, I'm assuming?</p> <p>20 <b>A. Yes.</b></p> <p>21 Q. Okay. Did she -- was she one of the people</p> <p>22 who would bring you documents for signing?</p> <p>23 <b>A. Yes, she was.</b></p> <p>24 Q. Okay. And -- But you don't know if she was</p> <p>25 acting as a notary whenever she watched you sign?</p>	<p>1 document?</p> <p>2 <b>A. I do not tell them information about the</b></p> <p>3 <b>document.</b></p> <p>4 Q. Okay. And when you sign documents like</p> <p>5 Exhibit 3 that we're looking at and when there's</p> <p>6 information filled in on the notary thing about who</p> <p>7 signed and when, in this case it doesn't have the</p> <p>8 company name or anything, do you fill out any of that</p> <p>9 part of it, the notary block?</p> <p>10 <b>A. I do not.</b></p> <p>11 Q. And do you know what happens to the documents</p> <p>12 after you sign them?</p> <p>13 <b>A. After I sign the documents, they are then</b></p> <p>14 <b>notarized and a step is entered in our system of record</b></p> <p>15 <b>to indicate that it is being returned back to the</b></p> <p>16 <b>requester.</b></p> <p>17 Q. And after that, you're aware -- and you only</p> <p>18 know that because of your role as the manager of the</p> <p>19 department, correct?</p> <p>20 <b>A. That's correct.</b></p> <p>21 Q. Okay. You're not involved in that process?</p> <p>22 <b>A. No, I'm not.</b></p> <p>23 Q. Okay. And then the documents, do they ever</p> <p>24 come back to LPS after being recorded?</p> <p>25 <b>A. No.</b></p>
Page 14	Page 16
<p>1 <b>A. I am aware that Paris Jackson is a notary,</b></p> <p>2 <b>and she was the one who delivered the documents to me</b></p> <p>3 <b>and watched me sign them.</b></p> <p>4 Q. You remember that about this specific</p> <p>5 document?</p> <p>6 <b>A. It was -- Having documents delivered and</b></p> <p>7 <b>having them delivered by a notary is a daily</b></p> <p>8 <b>occurrence.</b></p> <p>9 Q. So the people who deliver them are always</p> <p>10 notaries?</p> <p>11 <b>A. Yes.</b></p> <p>12 Q. You know that for a fact?</p> <p>13 <b>A. Yes.</b></p> <p>14 Q. Okay. And how do you know that?</p> <p>15 <b>A. Part of the customer support department is</b></p> <p>16 <b>the document execution department, and I'm a manager of</b></p> <p>17 <b>the customer support department, so I am also over the</b></p> <p>18 <b>document execution group.</b></p> <p>19 Q. Okay. And do you provide any information to</p> <p>20 the people who bring you this document about in what</p> <p>21 capacity you're signing the document?</p> <p>22 <b>A. Could you rephrase?</b></p> <p>23 Q. Do they -- do you tell the person who's</p> <p>24 bringing you the document on whose behalf you're</p> <p>25 signing, or do they just simply ascertain that from the</p>	<p>1 Q. Okay. And when you -- Do you recall signing</p> <p>2 Exhibit 3?</p> <p>3 <b>A. I do not specifically recall signing</b></p> <p>4 <b>Exhibit 3.</b></p> <p>5 Q. Okay. I want you to turn to Exhibits 23, 24</p> <p>6 and 25, and I just want to know if you were relying</p> <p>7 upon these documents to give you authority to sign when</p> <p>8 you signed Exhibit 3?</p> <p>9 <b>A. (Reviewing documents). When I signed</b></p> <p>10 <b>Exhibit 3, I was relying on Exhibits 23 and 24.</b></p> <p>11 Q. Right, because 25 had not been signed yet?</p> <p>12 <b>A. Exactly, 25 had not been signed yet.</b></p> <p>13 Q. Okay. I want to point you back at Exhibit 3,</p> <p>14 though. Do you see where it says in the second</p> <p>15 paragraph on the first page that IndyMac Federal Bank</p> <p>16 is the one doing the appointment?</p> <p>17 <b>A. I am looking now at Exhibit 3.</b></p> <p>18 Q. Oh, I'm sorry. Oh, here I go. Sorry. Wrong</p> <p>19 document. Sorry.</p> <p>20 The first paragraph, do you see where it says</p> <p>21 the loan is -- the Deed of Trust is being assigned to</p> <p>22 IndyMac Federal Bank, FSB?</p> <p>23 <b>A. I see that.</b></p> <p>24 Q. Okay.</p> <p>25 Do you -- Only if you know, do you know of</p>

Bethany A. Hood, 1/13/2010

Page: 5

Page 17	Page 19
<p>1 any documents -- do you know what the policy -- what</p> <p>2 LPS's policy was as regards IndyMac Bank and then it</p> <p>3 being converted over to IndyMac Federal Bank for</p> <p>4 purposes of the authority of LPS?</p> <p>5 <b>A. I do know a little. I'm not a member of the</b></p> <p>6 <b>legal department --</b></p> <p>7 <b>Q. I understand.</b></p> <p>8 <b>A. -- but I do understand that the -- the -- the</b></p> <p>9 <b>contracts that LPS had in effect with IndyMac Bank were</b></p> <p>10 <b>not repudiated by the FDIC. And we were informed by</b></p> <p>11 <b>OneWest that the contracts and the signing authority</b></p> <p>12 <b>were, in fact, still valid.</b></p> <p>13 <b>Q. Okay. Okay. All right. I want to turn your</b></p> <p>14 <b>attention -- Go ahead and put those away so you don't</b></p> <p>15 <b>get them confused. We're going to look at Exhibits 16,</b></p> <p>16 <b>18 and 26.</b></p> <p>17 <b>A. Okay. 16?</b></p> <p>18 <b>Q. 16, 18 and 26. Got them?</b></p> <p>19 <b>A. Yes.</b></p> <p>20 <b>Q. Okay. So we're going to look at Exhibit 26,</b></p> <p>21 <b>which is the Appointment of Successor Trustee document.</b></p> <p>22 <b>Is that your signature on the second page?</b></p> <p>23 <b>A. Yes, it is.</b></p> <p>24 <b>Q. Now, excuse me, is that your handwriting to</b></p> <p>25 <b>the left of your signature where it has the date and it</b></p>	<p>1 <b>Q. Okay. And do you date your signature</b></p> <p>2 <b>normally when there's a blank for it?</b></p> <p>3 <b>A. If there were to be a blank there, I would</b></p> <p>4 <b>certainly date it with the date that I'm executing the</b></p> <p>5 <b>document.</b></p> <p>6 <b>Q. Okay. All right.</b></p> <p>7 <b>And do you know Matthew ban-a-zou-ski?</b></p> <p>8 <b>A. Banaszewski.</b></p> <p>9 <b>Q. Banaszewski, okay.</b></p> <p>10 <b>A. Yes, I do know him.</b></p> <p>11 <b>Q. And he's an employee of LPS?</b></p> <p>12 <b>A. That is correct.</b></p> <p>13 <b>Q. Okay. And is he participant of the document</b></p> <p>14 <b>execution team?</b></p> <p>15 <b>A. He was at this time, yes.</b></p> <p>16 <b>Q. Okay. In August of '08?</b></p> <p>17 <b>A. Correct.</b></p> <p>18 <b>Q. Okay. And did he -- Was he one of the people</b></p> <p>19 <b>who would regularly bring you documents to be signed?</b></p> <p>20 <b>A. Yes, he was.</b></p> <p>21 <b>Q. And -- I'm sorry I had it screwed up. The --</b></p> <p>22 <b>this -- we don't need 16 and 18. Sorry.</b></p> <p>23 <b>So when you signed this document, this was</b></p> <p>24 <b>also an IndyMac document. And so we looked just a few</b></p> <p>25 <b>minutes ago at the corporate resolutions. Would you</b></p>
Page 18	Page 20
<p>1 has "08/22/08"?</p> <p>2 <b>A. No, that is not my handwriting.</b></p> <p>3 <b>Q. Okay. And is it your handwriting below that</b></p> <p>4 <b>where it has an asterisk and it says "Effective</b></p> <p>5 <b>8/29/08"?</b></p> <p>6 <b>A. No, that is not my handwriting.</b></p> <p>7 <b>Q. Do you know if that handwriting was on the</b></p> <p>8 <b>document when you signed it?</b></p> <p>9 <b>A. I do not recall.</b></p> <p>10 <b>Q. Do you have any specific recollection of</b></p> <p>11 <b>signing this document?</b></p> <p>12 <b>A. I do not have any specific recollection of</b></p> <p>13 <b>signing this document.</b></p> <p>14 <b>Q. Okay. And is it normal, I guess, for there</b></p> <p>15 <b>to be any writing similar to this before you sign on</b></p> <p>16 <b>these Appointment of Successor Trustee documents, you</b></p> <p>17 <b>know, this "Effective" as of a certain date?</b></p> <p>18 <b>A. I have seen similar language "Effective" and</b></p> <p>19 <b>then a date.</b></p> <p>20 <b>Q. Before you signed?</b></p> <p>21 <b>A. Yes.</b></p> <p>22 <b>Q. All right. But you don't know when this</b></p> <p>23 <b>information got filled in on this document?</b></p> <p>24 <b>A. I am not aware of when this information was</b></p> <p>25 <b>filled in.</b></p>	<p>1 have relied upon those same documents to let you know</p> <p>2 that you had authority to sign this document as well?</p> <p>3 <b>A. Yes. I don't believe we specifically looked</b></p> <p>4 <b>at the corporate resolution from IndyMac Bank, but that</b></p> <p>5 <b>is what I would have relied on.</b></p> <p>6 <b>Q. Okay. So you just have a list at your desk</b></p> <p>7 <b>that shows everybody that you're authorized to sign on</b></p> <p>8 <b>behalf of, and you aren't necessarily looking each time</b></p> <p>9 <b>at each resolution; is that correct?</b></p> <p>10 <b>A. Yeah. It's a little bit unique because I am</b></p> <p>11 <b>over that department, and so all of the signers do have</b></p> <p>12 <b>books on their desks, and I also have one containing</b></p> <p>13 <b>all of the signing authority pertinent. And I actually</b></p> <p>14 <b>prepared those books, so I also have the knowledge</b></p> <p>15 <b>memorized.</b></p> <p>16 <b>Q. Okay. Well, that's good. And I'm sorry if</b></p> <p>17 <b>I'm repeating myself. Did I ask you how many people --</b></p> <p>18 <b>how many entities you have authority to sign on behalf</b></p> <p>19 <b>of?</b></p> <p>20 <b>A. You did not ask that.</b></p> <p>21 <b>Q. Okay. Then I'm not repeating myself, so go</b></p> <p>22 <b>ahead and answer that question, please.</b></p> <p>23 <b>A. I can estimate I believe I have authority to</b></p> <p>24 <b>execute documents for perhaps 15 entities.</b></p> <p>25 <b>Q. Okay. And did you ever have authority to</b></p>

Bethany A. Hood, 1/13/2010

Page: 6

<p style="text-align: right;">Page 21</p> <p>1 sign on behalf of Arjent or AmeriQuest?</p> <p>2 <b>A. No.</b></p> <p>3 Q. No, okay. What happens, as just regular</p> <p>4 policy and procedure, at LPS when an entity, upon whose</p> <p>5 behalf you have signing authority, ceases to exist?</p> <p>6 <b>A. There is specific language within the signing</b></p> <p>7 <b>authorities themselves indicating that should the</b></p> <p>8 <b>entity cease to exist, then the signing authority will</b></p> <p>9 <b>be null.</b></p> <p>10 Q. It's terminated?</p> <p>11 <b>A. It's terminated, in which case we would</b></p> <p>12 <b>discontinue executing documents on behalf of that</b></p> <p>13 <b>entity.</b></p> <p>14 Q. And how do you get informed about a company</p> <p>15 ceasing to exist?</p> <p>16 <b>A. I do not personally get informed, but our --</b></p> <p>17 <b>I'm sure our legal team -- legal department would</b></p> <p>18 <b>receive that information. I'm not privy to it --</b></p> <p>19 Q. Sure.</p> <p>20 <b>A. -- at the front.</b></p> <p>21 Q. Do they disseminate it to you, though?</p> <p>22 <b>A. Yes.</b></p> <p>23 Q. Because if you're preparing the books that</p> <p>24 you just told me about, you need to take out the</p> <p>25 signing authority from the books for an entity that</p>	
<p style="text-align: right;">Page 22</p> <p>1 ceases to exist; is that correct?</p> <p>2 <b>A. Correct.</b></p> <p>3 MS. HUELSMAN: Okay. That's it. You're</p> <p>4 done.</p> <p>5 THE WITNESS: I'm done?</p> <p>6 MR. SPOONEMORE: You're done.</p> <p>7 MS. HUELSMAN: You're done.</p> <p>8 MR. SPOONEMORE: That's it. We will read</p> <p>9 and sign. Thank you.</p> <p>10</p> <p>11 (The deposition was terminated at 4:27 p.m.)</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	

Bethany A. Hood, 1/13/2010

Page: 23

1 STATE OF MINNESOTA )  
2 : ss CERTIFICATE  
3 COUNTY OF HENNEPIN )

4 I, Cindy L. Schultz, RMR, CRR, CLR, a notary public in  
5 and for the County of Hennepin, certify that I reported  
6 the deposition of BETHANY A. HOOD, who was first duly  
7 sworn by me, having been taken on January 13, 2010, at  
8 1400 Rand Tower, 527 Marquette Avenue, South,  
9 Minneapolis, Minnesota;

10 I further certify that I am not a relative or employee  
11 or attorney or counsel of any of the parties or a  
12 relative or employee of such attorney or counsel;

13 That I am not financially interested in the action and  
14 have no contract with the parties, attorneys, or  
15 persons with an interest in the action that affects or  
16 has a substantial tendency to affect my impartiality;  
17 that all parties who ordered copies have been charged  
18 at the same rate for such copies;

19 That the right to read and sign the deposition by the  
20 Witness was not waived.

21 IN WITNESS WHEREOF, I have hereunto set my hand and  
22 affixed my seal of office at Minneapolis, Minnesota,  
23 this 18th day of January 2010.

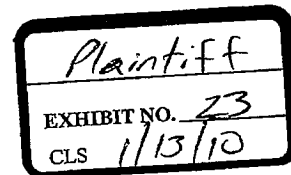
24  
25  
Cindy L. Schultz, RMR, CRR, CLR  
My commission expires 1/31/2010

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DEFAULT SERVICES AGREEMENT  
BETWEEN  
INDYMAC BANK, F.S.B.  
AND  
FIDELITY NATIONAL FORECLOSURE SOLUTIONS, INC.  
DATED AS OF JULY 31, 2007

s62355293

LPS-BELL 0009



DECLARATION OF GREG ALLEN IN SUPPORT OF LPS'S  
MOTION FOR SUMMARY JUDGMENT - 17  
[Case No. CV-09-00150-RSL]

Exhibit 23



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REDACTED

2.5 Executing Documents as Signing Officers of IndyMac. Where appropriate in connection with the provision of the Services, Fidelity shall designate within Attachment 1 to Schedule D, those Fidelity employees to execute certain documents solely related to the Services on IndyMac's behalf in such employees' capacity as authorized signing agents of IndyMac, as described in the IndyMac's Secretary's Certificate attached hereto as *Schedule D*. Fidelity shall forward to IndyMac or IndyMac's designee all such documents that cannot be so executed.

REDACTED

LPS-BELL 0010


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I, JK Huey, certify that I am Senior Vice President, Home Loan Servicing of IndyMac Bank, F.S.B. ("Indymac Bank"), a federally chartered savings bank, and further certify that I have personal knowledge that:

(i) the names set forth on Attachment 1 of Schedule D to the Default Services Agreement between Fidelity National Foreclosure Solutions, Inc. and IndyMac Bank, F.S.B. dated July 31, 2007 (the "Agreement") are authorized signing agents of IndyMac Bank in accordance with and within the limitations set forth in Section 2.5 of the Agreement; and

(ii) that I am authorized to appoint the individuals listed on Attachment 1 of Schedule D as authorized signing agents of IndyMac Bank and to approve subsequent amendments to Attachment 1 of Schedule D accordingly.

IN WITNESS WHEREOF, I have hereunto signed my name this 14<sup>th</sup> day of August, 2007.

  
JK Huey  
Senior Vice President  
Home Loan Servicing

C:\Documents and Settings\jfk\Local Settings\Temporary Internet Files\OLKBANK Certification 2007-08.doc

LPS-BELL 0011

**List of Fidelity Employees Authorized to Execute Service Documents for IndyMac Bank**

[illegible]

REDACTED

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LPS-BELL 0012

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### AGREEMENT FOR SIGNING AUTHORITY

MERSCORP, INC. ("MERS") and its subsidiary, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., INDYMAC BANK ("IndyMac Bank") and FIDELITY NATIONAL FORECLOSURE SOLUTIONS, INC. ("Fidelity") hereby agree as follows:

1. The purpose of this agreement for signing authority (the "Agreement") is to define the rights and obligations of the parties when Fidelity performs certain duties, as described in the attached corporate resolution (the "Resolution"), relating to mortgage loans that are registered on the MERS® System and shown on the MERS® System to be serviced by IndyMac Bank.
2. IndyMac Bank is a member of MERS, and has signed an agreement of membership that is incorporated herein by reference. IndyMac Bank has entered into a separate contract with Fidelity to perform certain services for IndyMac Bank. References herein to "mortgage(s)" and "mortgagor of record" shall include deed(s) of trust and beneficiary under a deed of trust, respectively, and any other form of security instrument under applicable state law.
3. The parties acknowledge that Mortgage Electronic Registration Systems, Inc. may be the mortgagee of record on IndyMac Bank mortgages. Therefore, in order for Fidelity to perform its contractual duties to IndyMac Bank, MERS by corporate resolution will grant employees of Fidelity, the limited authority to act on behalf of MERS to perform certain duties. Such authority is set forth in the Resolution, which is made a part of this Agreement.
4. The parties agree that IndyMac Bank will provide all necessary information and instructions to Fidelity to perform certain duties where Mortgage Electronic Registration Systems, Inc. acts as the mortgagee of record. All parties agree that MERS and Mortgage Electronic Registration Systems, Inc. are not responsible for the accuracy of any information provided by IndyMac Bank to Fidelity, or any information entered into the MERS® System by or on behalf of IndyMac Bank. Any problems regarding the information or instructions between IndyMac Bank and Fidelity must be resolved between those two parties.
5. IndyMac Bank and Fidelity agree to indemnify and hold harmless MERS, Mortgage Electronic Registration Systems, Inc. and any employee, director, officer, agent or affiliate of MERS or Mortgage Electronic Registration Systems, Inc. ("MERS Party") from and against any and all third-party claims, losses, penalties, fines, forfeitures, reasonable attorney fees and related costs, judgments, and any other costs, fees and expenses that result from the negligence, errors and omissions, breach of confidentiality or willful misconduct of Fidelity, in performing certain duties where Mortgage Electronic Registration Systems, Inc. is the mortgagee of record.
6. Fidelity shall maintain appropriate insurance coverage that shall include coverage for any negligence, errors and omissions or willful misconduct of all employees authorized to sign as officers of Mortgage Electronic Registration Systems, Inc.

LPS-BELL 0005

DECLARATION OF GREG ALLEN IN SUPPORT OF LPS'S  
MOTION FOR SUMMARY JUDGMENT - 9  
[Case No. CV 09-00150-RSL]

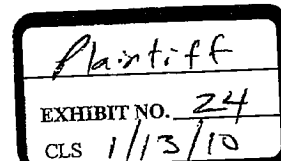


Exhibit 24

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7. Upon termination of the contract between IndyMac Bank and Fidelity, this agreement shall concurrently terminate and the corporate resolution shall be revoked at such time.

8. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its choice of law provisions.

The parties have executed this Agreement intending to be bound as of the dates indicated below.

MERSCORP, INC.

By: [Signature]

Title: Vice President

Dated: 8-15-07

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.

By: [Signature]

Title: Secretary/Treasurer

Dated: 8-15-07

INDYMAC BANK FSB

By: [Signature]

Title: Superior FCB/36

Dated: 8/2/07

FIDELITY NATIONAL  
FORECLOSURE SOLUTIONS, INC.

By: [Signature]

Title: S.V.P.

Dated: 08/07/07

LPS-BELL 0006

DECLARATION OF GREG ALLEN IN SUPPORT OF LPS'S  
MOTION FOR SUMMARY JUDGMENT - 10  
[Case No. CV-09-00150-RSL]

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**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**

**CORPORATE RESOLUTION**

Be It Resolved that the attached list of candidates are employees of Fidelity National Foreclosure Solutions, Inc., and are hereby appointed as assistant secretaries and vice presidents of Mortgage Electronic Registration Systems, Inc., ("MERS") and, as such, are authorized to:

execute any and all documents necessary to foreclose upon the property securing any mortgage loan registered on the MERS System that is shown to be registered to the Member, including but not limited to (a) substitution of trustee on Deeds of Trust, (b) Trustee's Deeds upon sale on behalf of MERS, (c) Affidavits of Non-military Status, (d) Affidavits of Judgment, (e) Affidavits of Debt, (f) quitclaim deeds, (g) Affidavits regarding lost promissory notes, and (h) endorsements of promissory notes to VA or HUD on behalf of MERS as a required part of the claims process;

I, William C. Hulman, being the Corporate Secretary of Mortgage Electronic Registration Systems, Inc., hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Board of Directors of said corporation effective as of the 15 day of April, 2007, which is in full force and effect on this date and does not conflict with the Certificate of Incorporation or By-Laws of said corporation.

  
Secretary

(Corporate seal)

LPS-BELL 0007

LPS-BELL 0009

DECLARATION OF GREG ALLEN IN SUPPORT OF LPS'S  
MOTION FOR SUMMARY JUDGMENT - 12  
[Case No. CV-09-00150-RSL]

01/26/2010 15:15 FAX ONEWESTBANK 001/003

**FIRST ADDENDUM TO  
DEFAULT SERVICES AGREEMENT**

THIS ADDENDUM #1 ("ADDENDUM") HEREBY SUPPLEMENTS that certain Default Services Agreement ("Agreement") with an Effective Date of July 31, 2007, executed between IndyMac Bank, F.S.B. ("IndyMac") and Fidelity National Foreclosure Solutions, Inc. d/b/a LPS Default Solutions, Inc. ("LPSDS"), (collectively the "Parties").

The modifications are as follows:

- A. The Agreement is amended to replace all mentions of "Fidelity National Foreclosure Solutions, Inc." with the name "LPS Foreclosure Solutions, Inc."
- B. The Agreement is amended to replace all mentions of "Fidelity" or "FNFS" with the name "LPSDS."
- C. From the period July 11, 2008 through March 19, 2009 the Agreement is amended to replace all mentions of "IndyMac Bank, F.S.B." with the name "IndyMac Federal Bank, F.S.B." solely pursuant to the terms of the Service Transfer Agreement set forth in Attachment 1 to this Addendum incorporated herein by reference. From the period commencing March 19, 2009, the Agreement is amended to replace all mention of IndyMac Federal Bank, F.S.B. with the name OneWest Bank, F.S.B. ("OneWest"). Only new obligations incurred by OneWest commencing March 19, 2009 shall remain the obligations of OneWest.
- D. The fifth sentence of Section 13.9 of the Agreement is hereby modified to read as follows:

Notwithstanding the foregoing, OneWest may assign its rights and delegate its future obligations hereunder to another Person in connection with a Change of Control of OneWest or any parent company thereof or any successors thereto.

This Addendum to the Agreement is mutually agreed to by the Parties. All other terms and provisions of the Agreement and any previous Addenda shall remain in full force and effect. To the extent that any terms and conditions of this Addendum may conflict with the Agreement, the terms of this Addendum shall control.

Signed this 6<sup>th</sup> day of June, 2010.

ONEWEST BANK, FSB

By: Matthew Ditt

Its: First Vice President

LPS DEFAULT SOLUTIONS, INC.

By: [Signature]

Its: First Vice President

1

LPS-BELL 0013

DECLARATION OF GREG ALLEN IN SUPPORT OF LPS'S  
MOTION FOR SUMMARY JUDGMENT - 27  
[Case No. CV-09-00150-RSL]

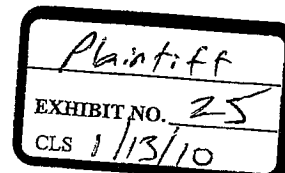


Exhibit 25



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ONWESTBANK

01/02/008

Attachment 1 to  
**FIRST ADDENDUM TO**  
**DEFAULT SERVICES AGREEMENT**

**SERVICE TRANSFER AGREEMENT**

WHEREAS Indymac Bank, F.S.B., was a customer of Fidelity National Foreclosure Solutions, Inc. n/a LPS Default Solutions, Inc. ("LPDS") under a Default Services Agreement dated July 31, 2007 ("the Agreement") and LPDS performed its obligations thereunder (the "Identified Service"); and,

WHEREAS, on July 11, 2008, Indymac Bank F.S.B. ("Indymac Bank") was closed by the Office of Thrift Supervision ("OTS") and FDIC was appointed as receiver (the "Indymac Bank Receiver") for Indymac Bank; and,

WHEREAS, pursuant to 12 U.S.C. § 1821(d)(2)(A)(i), the Indymac Bank Receiver, by operation of law, succeeded to all of the rights, title, and interests of Indymac Bank in and to all of the assets, including all contracts, loans and real property, of the Indymac Bank (the "Indymac Bank Assets"); and,

WHEREAS, upon the appointment of the Indymac Bank Receiver, the OTS (i) chartered Indymac Federal Bank, FSB, Pasadena, California ("Indymac Federal"), (ii) placed Indymac Federal in conservatorship, and (iii) appointed the FDIC as conservator for Indymac Federal whereupon substantially all of the Indymac Bank Assets, including the contract which is the subject of this Agreement, were transferred to Indymac Federal; and,

WHEREAS, on March 19, 2009, Indymac Federal (was closed by the Office of Thrift Supervision ("OTS") and FDIC was appointed as receiver (the "Indymac Federal Receiver") for Indymac Federal; and,

WHEREAS, pursuant to 12 U.S.C. § 1821(d)(2)(A)(i), the Indymac Federal Receiver, by operation of law, succeeded to all of the rights, title, and interests of the Indymac Federal in and to all of the assets, including all contracts, loans and real property, of Indymac Federal (the "Indymac Federal Assets"); and,

WHEREAS, upon the appointment of the Indymac Federal Receiver, the OTS (i) placed Indymac Federal in conservatorship, and (ii) appointed the FDIC as conservator for Indymac Federal whereupon substantially all of the Indymac Federal Assets, including the contract which is the subject of this Agreement, were transferred to OneWest Bank FSB; and,

Whereas One West Bank FSB has requested a modification to the services performed under the Agreement;

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LPS-BELL D014

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ONEWESTBANK

2003/003

NOW, THEREFORE, the Parties agree as follows:

1. As of July 11, 2008 Indymac Federal replaced the IndyMac Bank as LPSDS' customer of record for the Identified Service (12 U.S.C. § 1821(d)(2)(G)).
2. This Agreement does not relieve or discharge IndyMac Bank from any liabilities or obligations associated with the Identified Services that were incurred by the Institution prior to July 11, 2008.
4. As of March 19, 2009 OneWest Bank, FSB ("OneWest" replaced Indymac Federal as LPSDS' customer of record for the Identified Service (12 U.S.C. § 1821(d)(2)(G)).
5. This Agreement does not relieve or discharge Indymac Federal from any liabilities or obligations associated with the Identified Services that were incurred by Indymac Federal prior to March 19, 2010.
6. The Identified Service shall not be interrupted.
7. This Agreement may be signed in counterparts, which together will constitute the original Agreement.

ONEWEST BANK, FSB

LPS DEFAULT SOLUTIONS, INC.

By: *[Signature]*

By: *[Signature]*

As: *First Vice President*

As: *First Vice President*

LPS-BELL 0015